

CITY OF FAIRFIELD

RESOLUTION NO. 2013 - 250

**RESOLUTION OF THE CITY COUNCIL APPROVING THE SPECIFICATIONS,
REJECTING THE BID FROM TRUGREEN LANDCARE, INC., AND AWARDING A
CONTRACT TO NEW IMAGE LANDSCAPE COMPANY FOR THE LANDSCAPE
MAINTENANCE OF THE LINEAR BIKE TRAIL**

WHEREAS, the bid opening for Landscape Maintenance for the Linear Bike Trail took place on November 12, 2013; and

WHEREAS, the bid from TruGreen LandCare, Inc., has been reviewed and determined to be non-responsive; and

WHEREAS, New Image Landscape Company is the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The specifications for the Linear Bike Trail are hereby approved.

Section 2. TruGreen LandCare, Inc.'s bid is hereby rejected.

Section 3. The City Manager is authorized and directed to enter into a contract with New Image Landscape Company in the amount of \$190,080.

Section 4. The City Manager is authorized to implement the above-mentioned contract.

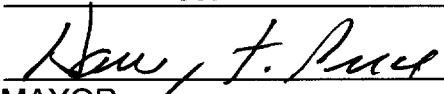
PASSED AND ADOPTED this 3rd day of December 2013, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

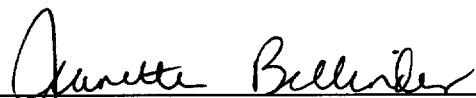
NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None


MAYOR

ATTEST:


CITY CLERK
pw

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated January 1, 2014, by and between CITY OF FAIRFIELD, party of the first part, (hereinafter called the "City"), and NEW IMAGE LANDSCAPE COMPANY, party of the second part, (hereinafter called the "Contractor").

RECITALS:

WHEREAS, the City is the owner of real properties in the City of Fairfield known as

LANDSCAPE MAINTENANCE FOR LINEAR BIKE TRAIL

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the City and Contractor have agreed that Contractor shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to Contractor by the City, and that all other costs shall be paid by the City directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the Improvements installed in accordance with the plans previously approved by the City.

2. Properties Subject to Agreement. The Properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. Contractor hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

- | | |
|--|----------------------|
| (a) Specifications for Landscape Maintenance dated | <u>Oct. 8, 2013</u> |
| (b) The accepted bid dated | <u>Nov. 12, 2013</u> |
| (c) Instructions to bidders, | <u>Oct. 8, 2013</u> |
| (d) City of Fairfield Standard Specifications and details dated January 1988 | |
| (e) Performance Bond dated | <u>Dec. 23, 2013</u> |
| (f) Labor and Materials Bond dated | <u>Dec. 23, 2013</u> |

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Agreement, are sometimes hereinafter referred to as (the "Contract Documents"). Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. Contractor agrees to diligently maintain and care for the covered improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Technical Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. Contractor and the City agree that commencing January 1, 2014, the City will pay Contractor (the "Contract Sum") plus any approved extras for maintaining the Covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, Contractor shall deliver to the City a billing for the Covered Maintenance Costs incurred by Contractor for the previous month, together with supporting documentation therefore, and such costs shall be paid to Contractor within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the Contractor and other costs and expenses approved by the City as extra work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The Contractor will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**LANDSCAPE MAINTENANCE
FOR
LINEAR BIKE TRAIL**

I - Base:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty (24) months** from the date of the Notice to Proceed (January 1, 2014):

1. To perform all routine, cyclical work for the Linear Bike Trail for the lump sum **monthly** base of \$7,920.

For a total 24 month cost \$190,080.

4.2 Extra Work: All extra work shall be approved in advance in writing by the City. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the Contractor's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the LMM prior to beginning work. The City reserves the rights to have another contractor perform extra work if contractors proposal is not acceptable by the LMM.

5. Costs Paid by City.

5.1 The following costs shall be paid directly by the City:

5.1.1 All utility costs including, but not limited to: PG&E and water.

5.1.2 Cost of street light maintenance.

5.1.3 All other costs as may lawfully be covered by the City.

6. City May Maintain Landscaping.

6.1 Temporary Default. Contractor agrees that in the event Contractor fails to perform any of the duties specified in Paragraph 3, above, the City may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon Contractor, at least fourteen (14) days in advance of the date when the City intends to enter the area for the purpose stated in this paragraph. Contractor may void the notice, and the City's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then Contractor shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, Contractor shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If Contractor fails to perform the required duties within the time period(s) specified by this paragraph, the City may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The City may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to Contractor.

6.2 Continuing Default. Contractor agrees that in the event Contractor should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to Contractor by the City and no additional time to cure such default has been given Contractor by the City, the City may elect to terminate this Agreement by serving written notice to Contractor of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the City.

6.3 Any contractor in default of previous agreement with the City of Fairfield within the last three years will not be allowed to enter a bid for this Agreement without approval of the City Engineer prior to bid opening.

7. Option to Renew. By mutual agreement, the City and the Contractor may enter into an agreement for extension of this agreement for a period of an additional twenty four (24) months upon the same terms and conditions set forth herein with a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than two extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. Contractor will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of Contractor, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for Contractor, his subcontractor, in connection with the work to be performed under this Agreement but not including the sole or active negligence or willful misconduct of the City. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve Contractor from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of Contractor's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. Contractor shall not commence work under this Agreement or permit his subcontractor to commence work there under until Contractor shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence work on his subcontract until all insurance required of the contractor or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a). **Workers' Compensation Insurance:** Contractor shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all Contractor's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. Contractor shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all Contractor's or subcontractor's employees, unless such employees are covered by the protection afforded to Contractor. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor hereby agrees to indemnify City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance. Contractor shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b). **Liability Insurance:** Contractor shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the City, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the City will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 8 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its elective and appointive boards, commissions, officers, agents, and employees, Contractor and any subcontractor performing work covered by this Agreement.

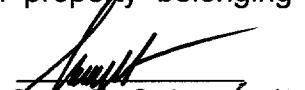
10. **Certificates of Insurance.** Contractor shall file with City's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

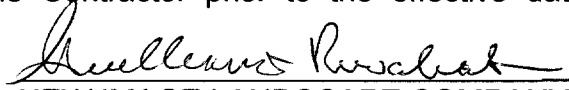
Contractor shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. **Contractor not Agent of City.** Neither Contractor nor any of Contractor's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Contractor's obligations under this Agreement.

12. **No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.**

13. Termination of Contract by the City. In addition to the right of termination set forth in Section 6.2 of this Agreement, the City reserves the right to terminate this Agreement for convenience, for any reason or for no reason, at the City's sole discretion. Any such termination shall be effective fifteen (15) days after notice of termination is sent to the Contractor by registered mail, or such later date as the parties may mutually agree upon. The Contractor is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor. The Contractor will be required to remove all materials and personal property belonging to the Contractor prior to the effective date of the termination."


Sean P. Quinn


NEW IMAGE LANDSCAPE COMPANY

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer
Fairfield City Hall
1000 Webster Street
Fairfield, California 94533

Notices required to be given to Contractor shall be addressed as follows:

Guillermo Ruvalcaba
New Image Landscape Company
3250 Darby Common
Fremont, CA 94539

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

15. Miscellaneous Terms and Provisions.

- (a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to Contractor when sent to address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Agreement of the parties.
- (d) By executing this Agreement, Contractor authorizes and grants to the City or anyone acting on the City's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by Contractor.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

ATTEST:

CITY OF FAIRFIELD

Em Hoff, Deputy
City Clerk

By:

City Manager *ans*

NEW IMAGE LANDSCAPE COMPANY
CONTRACTOR

By: Guillermo Ruvalcaba
Guillermo Ruvalcaba

Vice President

Title

EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

Please complete the following: (To be completed by the department)

Department/Division: _____ Date of Contract: 01/01/2014
 Authorized by Res. No.: _____ Contract Expiration Date: 12/31/15
 Person Reviewing EDD Requirements: Elodia Criado Phone: (510) 226-9191

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.

B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested:

Box 1

NAME AND ADDRESS	
FULL NAME	New Image Landscape Company, Inc.
ADDRESS	3250 Derby Common
CITY, STATE, ZIP	Fremont, CA 94539
PHONE NUMBER	(510) 226-9191

Box 2

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	Name is box 1 must match SSN
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input checked="" type="checkbox"/>	CORPORATION	TIN	94-3235925
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. CA2522199

Premium \$ 2,737.00

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

NEW IMAGE LANDSCAPE COMPANY
3250 Darby Common
Fremont, CA 94539

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,
GREAT AMERICAN INSURANCE COMPANY
301 E. 4th Street
Cincinnati, OH 45202

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF FAIRFIELD
1000 Webster Street
Fairfield, CA 94533-4836

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

One Hundred Ninety Thousand Eighty and 00/100 **Dollars (\$ 190,080.00**),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated

January 1st, 2014

, entered into a contract with Owner for

(Here insert full name, address and description of project)

Landscape Maintenance for Linear Bike Trail

in accordance with Drawings and Specifications prepared by

N/A

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.


Signed and sealed this

23rd

day of

December

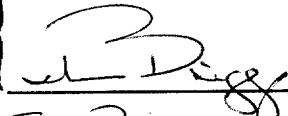
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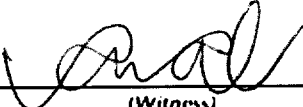

Claudia Crisdo (Witness)

NEW IMAGE LANDSCAPE COMPANY

(Principal)

(Seal)


Irene Briggs Treasurer
(Title)


Anne Asual (Witness)

GREAT AMERICAN INSURANCE COMPANY

(Surety)

(Seal)


Jeanette Conley (Title) Attorney-in-Fact

STATE OF CALIFORNIA

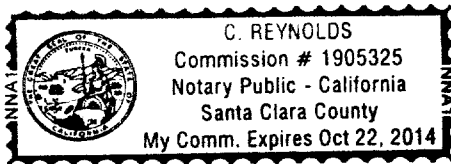
COUNTY OF SANTA CLARA

ss.

On December 23, 2013, before me, C. Reynolds, Notary Public, personally appeared Jeanette Conley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

A handwritten signature in cursive script, appearing to read 'C. Reynolds', written over a horizontal line.

C. Reynolds, Notary Public - California

Description of Attached Document:

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20338

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RICHARD S. SVEC	JEANETTE CONLEY	ALL OF
PATRICK MOUGHAN	ANNA SWEETEN	SAN JOSE,
JAMES W. UNTIEDT	MICHAEL J. HEFFERNAN	CALIFORNIA
GEOFFREY R. GREEN	MICHAEL SHEAHAN	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of JANUARY, 2013.
Attest GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of JANUARY, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

DEC 23 2013



Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. CA2522199

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

NEW IMAGE LANDSCAPE COMPANY
3250 Darby Common
Fremont, CA 94539

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

GREAT AMERICAN INSURANCE COMPANY
301 E. 4th Street
Cincinnati, OH 45202

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF FAIRFIELD
1000 Webster Street
Fairfield, CA 94533-4836

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of One Hundred Ninety Thousand Eighty and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 190,080.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated January 1st, 2014

(Here insert full name, address and description of project)

Landscape Maintenance for Linear Bike Trail

, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

N/A

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

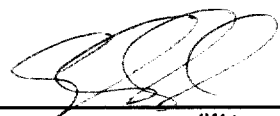
accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

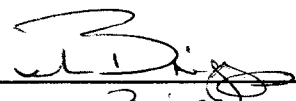
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

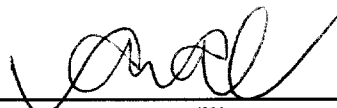
Signed and sealed this 23rd day of December 2013


Elodin Criado (Witness)

NEW IMAGE LANDSCAPE COMPANY
(Principal)

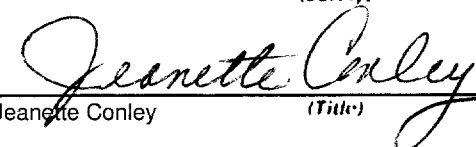
(Seal)


Irene Briggs Treasurer
(Title)


Anne Asual (Witness)

GREAT AMERICAN INSURANCE COMPANY
(Surety)

(Seal)


Jeanette Conley (Title) Attorney-in-Fact

STATE OF CALIFORNIA

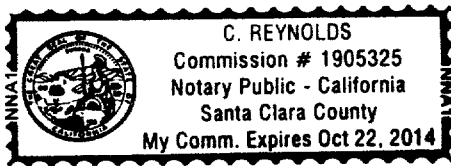
COUNTY OF SANTA CLARA

}
}
ss.
}
}

On December 23, 2013, before me, C. Reynolds, Notary Public, personally appeared Jeanette Conley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

A handwritten signature in cursive script, appearing to read 'C. Reynolds', written over a horizontal line.

C. Reynolds, Notary Public - California

Description of Attached Document:

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 20338

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
RICHARD S. SVEC	JEANETTE CONLEY	ALL OF	ALL
PATRICK MOUGHAN	ANNA SWEETEN	SAN JOSE,	\$75,000,000.00
JAMES W. UNTIEDT	MICHAEL J. HEFFERNAN	CALIFORNIA	
GEOFFREY R. GREEN	MICHAEL SHEAHAN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of JANUARY, 2013
Attest GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of JANUARY, 2013, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of DEC 23 2013



Assistant Secretary

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**LANDSCAPE MAINTENANCE
FOR
LINEAR BIKE TRAIL**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty four (24) months** from the date of the Notice to Proceed (anticipated to be January 1, 2014).

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only. The city reserves the right to add any of the alternates based on available budget.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

In case of discrepancy between the unit price and the total price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:

None

CITY OF FAIRFIELD
STATE OF CALIFORNIA
PROPOSAL
LANDSCAPE MAINTENANCE
FOR
LINEAR BIKE TRAIL

I - Base:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty (24) months** from the date of the Notice to Proceed (January 1, 2014):

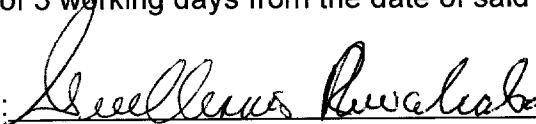
1. To perform all routine, cyclical work for the Linear Bike Trail for the lump sum **monthly** base of \$7,920.00

For a total 24 month cost \$190,080.00

The undersigned further agrees that, upon written acceptance of this bid, he will within TEN days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of 3 working days from the date of said written notice to proceed.

Signature of Responsible Official:



Contractor's License:

a. Class: C-27

b. Number: 719106

c. Expiration Date: 02/28/2014

STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: City of Emeryville
Address: 1333 Park Ave, Emeryville, CA 94608
Contract Person/Title: Mike Mahoney
Phone Number: (510) 596-4300
Number of years servicing this account: January 2004 - Current
2. Account Name: Town of Danville
Address: 1000 Sherburne Hills Road, Danville, CA 94526
Contract Person/Title: Mark Hegeman
Phone Number: (925) 575-6040
Number of years servicing this account: January 2009 - Current
3. Account Name: City of Suisun
Address: 701 Civic Center, Suisun, CA 94585
Contract Person/Title: Jeff Penrod
Phone Number: (707) 421-7340
Number of years servicing this account: January 2009 - Current

Note: Failure to comply with this section and background check can be grounds for rejecting bid.

PROPOSAL QUESTIONNAIRE*

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?

New Image Landscape Company has been in business for over 35 years and provides service through out Northern California with offices in Sacramento, Fairfield, Benicia, Livermore, Fremont, and Salinas.

2. Describe the type(s) of safety training your employees have had that is directly related to the performance of the landscaping services requested under this Invitation For Bids?

Our employees are trained on all equipment used to execute the daily tasks in providing landscape maintenance. We hold safety meetings every Tuesday morning to review our safe practices and answer any questions our employees may.

3. What is the current number of employees working for your firm?

103 employees

4. What has been the employee turnover rate for your firm in the past year?

21%

5. How many field supervisors does your firm intend to assign to the City's contract?

1

6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful bidder.

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

Irene Briggs - Controller
3250 Darby Common
Fremont, CA

IBriggs@NewImageLandscape.com
(510) 226-9191

* Attach additional pages if needed

Work Plan

New Image Landscape Company will continue to provide great service to the city. We will continue to have an assigned crew specifically for the City of Fairfield. and keep constant communication with its' Landscape Inspectors to ensure we are going above and beyond expectations. With our history with the City of Fairfield, we are sure we will be able to continue our great service as we work together to beautify the City of Fairfield.

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>		<u>Sub Contr. License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1.	N/A	N/A	N/A	N/A
2.				
3.				
4.				
5.				
6.				

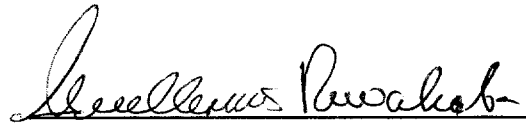
Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Guillermo Ruvalcaba, being first duly sworn, deposes and says that he or she is Vice President of New Image Landscape the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

November 12, 2013
(Date)


(Signature)

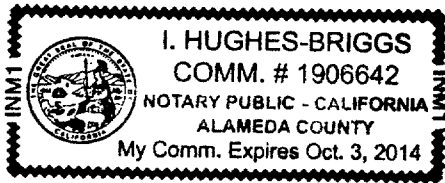
NOTE: THIS FORM MUST BE NOTARIZED

See Attached

JURAT

State of California
County of Alameda } ss.

Subscribed and sworn to (or affirmed) before me on this 12th day of November,
2013, by Guillermo Ruvalcaba, proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.



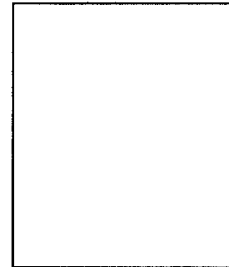
(seal)

I. Hughes-Briggs
Signature of Notary

OPTIONAL INFORMATION

Date of Document 11/12/13
Type or Title of Document Non-Collusion Affidavit
Number of Pages in Document 1
Document in a Foreign Language _____

Thumbprint of Signer



Type of Satisfactory Evidence:
☒ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:
☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☒ President / Vice-President / Secretary / Treasurer
☐ Other: _____

☐ Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

LANDSCAPE MAINTENANCE LINEAR TRAIL

New Image Landscape Company

Name of Firm

3250 Darby Common

Business Address

(510) 226-9191

Phone Number



Signature of Responsible Official

Contractor's License:

a. Class: C27

b. Number: 7109106

c. Expiration Date: 02/28/2014

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

New Image Landscape Company

President - Brian Takehara

Vice President - Guillermo Ruvalcaba

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**LANDSCAPE MAINTENANCE
FOR
LINEAR BIKE TRAIL**

WHEREAS NEW IMAGE LANDSCAPE COMPANY

3250 Darby Common, Fremont, CA 94539

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and GREAT AMERICAN INSURANCE COMPANY

301 E. 4th Street, Cincinnati, OH 45202

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of

Ten Percent of Total Amount Bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

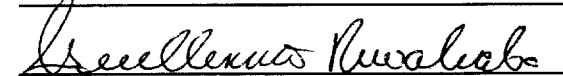
In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 8, 2013

"Contractor"

NEW IMAGE LANDSCAPE COMPANY



By: V. P.
Title

By: _____
Title

"Surety"

GREAT AMERICAN INSURANCE COMPANY

By: 
Title Jeanette Conley, Attorney-in-Fact

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

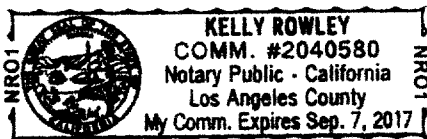
State of California

County of San Francisco

On NOV 08 2013 before me, Kelly Rowley Notary Public, personally appeared Jeanette Conley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kelly Rowley
Kelly Rowley, Notary Public

(SEAL)